IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

NORRIS McLAUGHLIN & MARCUS, P.A.
400 Crossing Blvd., 8th Floor
Bridgewater, New Jersey 08807
(908) 722-0700
Attorneys for Defendant Journey Medical Corporation

THOMAS VENUTO, Plaintiff, v. ATLANTIS MOTOR GROUP, LLC, Defendants.	Civil Action No. **Filed Electronically**

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that pursuant to 28 *U.S.C.* §§1332, 1441 and 1446, defendant Atlantis Motor Group, LLC ("Atlantis"), hereby removes this action with full reservation of all rights, counterclaims and defenses, to the United States District Court for the District of New Jersey, Camden Vicinage. This matter had been pending as Docket No. ATL-L-692-17, in the Superior Court of New Jersey, Law Division, Atlantic County. In support of this Notice of Removal, defendant Atlantis states as follows:

1. On March 31, 2017, plaintiff Thomas Venuto ("plaintiff") filed a Complaint in the Superior Court of New Jersey, Law Division, Atlantic County. The Complaint asserts claims against defendant Atlantis for alleged "Breach of Contract" (Count One) and "Negligent Misrepresentation" (Count Two), "Fraud in the Inducement" (Count Three), "Fraud" (Count

Four), and "Consumer Fraud Act" (Count Five). A true and correct copy of the Complaint and Summons are attached hereto as Exhibit A.

2. The Complaint and Summons were served upon defendant Atlantis on April 17, 2017.

3. This Notice of Removal is being filed within thirty (30) days of service of the Complaint, the first and only served pleading, as required by 28 *U.S.C.* §1446(a).

4. Removal is proper pursuant to 28 *U.S.C.* §§ 1332, 1441 and 1446 because plaintiff and defendant are citizens of different states and the matter in controversy exceeds $75,000, exclusive of interest and costs.

5. According to paragraph one of the Complaint, plaintiff, a natural person, is domiciled in New Jersey. For the purposes of diversity jurisdiction, plaintiff is considered a citizen of New Jersey.

6. Defendant Atlantis is a Florida limited liability company with its principal place of business at 7221 Haverhill Business Parkway, Suite 106, Riviera Beach, Florida 33407. All of the individual limited liability members of defendant Atlantis are citizens of Florida. None are citizens of New Jersey. For the purposes of diversity jurisdiction, defendant Atlantis is considered a citizen of Florida.

8. Based on the foregoing, there is complete diversity because plaintiff and defendant are citizens of different states. *See* 28 *U.S.C.* §1332.

9. Defendant Atlantis denies liability for any damages and will object to the nature of the damages requested, but based on the allegations contained in the Complaint and the nature of the action, defendant Atlantis has formed a good faith belief that the amount in controversy as demanded by plaintiff exceeds the sum or value of $75,000, exclusive of interest and costs. The

total value of the contract at issue is $91,745.00. Plaintiff seeks compensatory damages, consequential damages, and statutory treble charges. Plaintiff also seeks punitive damages, which are included in the amount in controversy calculation. *See Garcia v. General Motors Corp.*, 910 F.Supp. 160, 166 (D.N.J. 1995). Based on the foregoing, defendant Atlantis has formed a good faith belief that the amount in controversy as demanded by plaintiff exceeds the sum or value of $75,000, exclusive of interest and costs

11. Defendant Atlantis has filed a true and correct copy of this Notice of Removal with the Clerk of the Superior Court of the New Jersey Law Division, Atlantic County, New Jersey and served same as set forth in the Declaration of Service submitted herewith. *See* 28 *U.S.C.* §1446(d).

12. Defendant Atlantis, upon filing this Notice of Removal with the District Court, has served plaintiff's counsel with a copy of this Notice of Removal and all other related papers and filings.

13. As required by 28 *U.S.C.* §1446(a), defendant Atlantis has attached as Exhibit A to this Notice of Removal "a copy of all process, pleadings, and orders served upon" them in this action.

14. If any question arises as to the propriety of the removal of this action, defendant Atlantis respectfully requests the opportunity to present a brief and oral argument in support of its position that this case is removable.

WHEREFORE, Defendant Atlantis hereby removes this case from the Superior Court of New Jersey, Law Division, Atlantic County, to this United States District Court for the District of New Jersey.

Dated: May 11, 2017

Respectfully submitted,

NORRIS McLAUGHLIN & MARCUS, PA
Attorneys for Defendant Atlantis Motor Group, LLC

By: /s/ Keith D. McDonald
Keith D. McDonald, Esq.
400 Crossing Blvd., 8th Floor
Bridgewater, New Jersey 08807
(908) 722-0700
kdmcdonald@nmmlaw.com

LOCAL RULE 11.2 CERTIFICATION

Pursuant to Local Civil Rule 11.2, the undersigned hereby certifies that, at the time of filing the within, the undersigned is not aware that the matter in controversy is the subject of actions pending in any other court, or of any pending arbitration or administrative proceeding, except as disclosed herein.

NORRIS McLAUGHLIN & MARCUS, PA
Attorneys for Defendant Atlantis Motor Group, LLC

By: /s/ Keith D. McDonald
Keith D. McDonald, Esq.
400 Crossing Blvd., 8th Floor
Bridgewater, New Jersey 08807
(908) 722-0700
kdmcdonald@nmmlaw.com

Dated: May 11, 2017

EXHIBIT A

Peter Y. Fu, Esquire (New Jersey 10062014)
pfu@cooperlevenson.com
COOPER LEVENSON, P.A.
1125 Atlantic Avenue - 3rd Floor
Atlantic City, NJ 08401
Telephone: (609) 344-3161
Facsimile: (609) 344-0939
File No. 55494.00001
Attorney for Plaintiff

THOMAS VENUTO, Plaintiff, vs. ATLANTIS MOTOR GROUP, LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY DOCKET NO. ATL-L-692-17 Civil Action **SUMMONS**

The State of New Jersey, to the above named defendant(s):

ATLANTIS MOTOR GROUP, LLC

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of $135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Michelle M. Smith
MICHELLE M. SMITH, Clerk of
the Superior Court

DATED: April 11, 2017

Name of defendant to be served: ATLANTIS MOTOR GROUP, LLC

Address of defendant to be served: 7221 Haverhill Business Parkway, Suite 106, Riviera Beach, Florida 33407

Peter Y. Fu, Esquire
Attorney ID#: 10062014
COOPER LEVENSON, P.A.
1125 Atlantic Avenue, Third Floor
Atlantic City, New Jersey 08401
Telephone: (609) 572-7556
Facsimile: (609) 572-7557
pfu@cooperlevenson.com
File No. 55494-00001
Attorneys for Plaintiff, Thomas Venuto

RECEIVED and FILED
MAR 31 2017
ATLANTIC COUNTY LAW DIVISION

THOMAS VENUTO, Plaintiff, vs. ATLANTIS MOTOR GROUP, LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION-ATLANTIC COUNTY DOCKET NO.: L 692-17 Civil Action **COMPLAINT**

Thomas Venuto, by and through his attorneys, COOPER LEVENSON, P.A., does hereby allege and aver as follows:

PARTIES

1. Plaintiff, Thomas Venuto, a natural person, is at least eighteen (18) years of age and a citizen of the United States.

2. Plaintiff resides at 113 Blackman Road, Egg Harbor Township, New Jersey 08234.

3. Upon information and belief, Defendant, Atlantis Motor Group, LLC, is a Florida limited liability company not authorized to do business in the State of New Jersey.

4. Defendant is located at 7221 Haverhill Business Parkway, Suite 106, Riviera Beach, Florida 33407.

JURISDICTION

5. Jurisdiction and venue are proper because Plaintiff is a resident of the State of New Jersey and the Proposed Transaction (as hereinafter defined) occurred in Atlantic County, New Jersey.

FACTS COMMON TO ALL COUNTS

6. Plaintiff desired to purchase Defendant's motor vehicle dealer allocation for a 2017 Ford Mustang GT350R (the "Vehicle") advertised for sale by Defendant ("Proposed Transaction").

7. By way of background, the sale of a motor vehicle dealer allocation refers to a system in which a consumer orders a motor vehicle from a motor vehicle manufacturer through a motor vehicle dealer which allows the consumer to include desired vehicle specifications from the manufacturer.

8. On or around July 2016, Defendant represented and promised to Plaintiff that the Vehicle would be delivered by August 2016.

9. On or around July 2016, Defendant represented and promised to Plaintiff that the Vehicle would be delivered by August 2016.

10. Based upon Defendant's representations and promises, Plaintiff agreed to purchase the Vehicle on June 23, 2016.

11. Pursuant to the parties' agreement, Plaintiff remitted fourteen thousand nine hundred ($14,900.00) dollars as a pre-delivery fee on June 24, 2016 (the "Pre-Delivery Fee") by way of a bank wire transfer.

12. On or around July 7, 2016, Plaintiff discovered that the Vehicle was being purchased by Defendant through a third party dealer (the "Third Party Dealer"), not directly from the Vehicle's manufacturer.

13. On or around July 7, 2016, Plaintiff discovered that Defendant intended to assign the Vehicle from Defendant to Plaintiff after Defendant accepted delivery of the Vehicle from the Third Party Dealer.

14. Based upon Defendant's assurances and representations that the Proposed Transaction would not be impacted by the Third Party Dealer's involvement, Plaintiff permitted the Proposed Transaction to proceed.

15. On or around August 22, 2016, Defendant failed to deliver the Vehicle per the parties' agreement.

16. Upon knowledge and belief, Defendant and/or the Third Party Dealer sold the Vehicle to a third party.

17. On or around August 22, 2016, Plaintiff demanded a full refund of the Pre-Delivery Fee.

18. On or around September 1, 2016, Defendant refused to accept Plaintiff's demand for a refund and advised Plaintiff that Defendant would procure another vehicle for Plaintiff, in contravention of the parties' agreement for the purchase of an allocation.

19. From September 1, 2016 through October 26, 2016, Plaintiff requested a refund of the Pre-Delivery Fee from Defendant but Defendant continually responded that delivery of Defendant's motor vehicle was imminent.

20. As of the date of filing this Complaint, Defendant continues to refuse to refund the Pre-Delivery Fee to Plaintiff and no motor vehicle has been delivered to Plaintiff.

21. As a result of Defendant's deception and misrepresentations, Plaintiff has incurred direct and future monetary losses as well as incidental monetary expenses and damages, inclusive of attorneys' fees, interest and costs.

COUNT ONE – BREACH OF CONTRACT

22. Plaintiff repeats the allegations contained in paragraphs 1 through 21 as though the same were set forth at length herein.

23. Plaintiff entered into an agreement with Defendant to the purchase a dealer's allocation for the Vehicle.

24. Plaintiff paid the Pre-Delivery Fee in full pursuant to the agreement between Plaintiff and Defendant.

25. Defendant failed and continues to fail to perform its obligations under the agreement between Plaintiff and Defendant.

26. Compensatory damages, property damages, consequential damages, interest, attorneys' fees and costs were foreseeable results of Defendant's failures.

27. As a direct and proximate result of Defendant's failure to adhere to the agreement between Plaintiff and Defendant, Plaintiff has been damaged with direct and future monetary losses, property damage, incidental, consequential and compensatory damages as well as attorneys' fees, interest and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, consequential damages, interest, property damages, attorneys' fees, interest and costs, and any other relief that the Court deems just and proper.

COUNT TWO – NEGLIGENT MISREPRESENTATION

28. Plaintiff repeats the allegations contained in paragraphs 1 through 27 as though the same were set forth at length herein.

29. Defendant had a duty to provide truthful and accurate information to Plaintiff with respect to the Vehicle's dealer allocation and the nature of Defendant's assignment of the Third Party Dealer's allocation.

30. As set forth above, Defendant represented to Plaintiff, in sum and substance, that it would perform and deliver the Vehicle allocation in August 2016.

31. Defendant agreed to perform the services in a timely and proper manner.

32. Specifically, Defendant represented that it was capable of delivering the Vehicle to Plaintiff.

33. Defendant explicitly and/or implicitly represented that it was knowledgeable about vehicle allocations and understood the requirements and automobile industry standards and that it would secure the allocation of the Vehicle in a timely and proper manner.

34. Such representations by Defendant were false and/or inaccurate, causing damage to Plaintiff.

35. Defendant negligently made misrepresentations to Plaintiff by various means of communication. Such statements were materially false, which, with the exercise of due care, Defendant knew or should have known were materially false.

36. Defendant omitted material facts pertaining to the Vehicle and Defendant's ability to complete its obligations incident to the Vehicle allocation. These omitted facts were materially misleading to Plaintiff.

37. Defendant knew or should have known that Plaintiff was the foreseeable recipient of such statements and/or omissions.

38. Plaintiff reasonably relied upon Defendant's statements and/or omissions to his detriment.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory and punitive damages together with interest, attorneys' fees, costs of suit and other equitable remedies that the Court deems just and proper.

COUNT THREE – FRAUD IN THE INDUCEMENT

39. Plaintiff repeats the allegations contained in paragraphs 1 through 38 as though the same were set forth at length herein.

40. While acting within the scope of its duties, Defendant made certain representations about Defendant's ability to perform and properly adhere to the terms of the agreement.

41. By making said representations to Plaintiff, Defendant intentionally omitted certain facts or knowingly made representations about the Vehicle that it knew was false and/or made them in reckless disregard of the truth.

42. Said misrepresentations and omissions made by Defendant were made with the purpose of inducing Plaintiff to enter into the aforementioned agreement.

43. As a result of Defendant's misrepresentations and omissions to Plaintiff, Plaintiff was caused to suffer monetary damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory and punitive damages, reasonable attorneys' fees, filing fees and costs of suit and such further relief as the Court may deem just and proper.

COUNT FOUR – FRAUD

44. Plaintiff repeats the allegations contained in paragraphs 1 through 43 as though the same were set forth at length herein.

45. As set forth above, Defendant stated that it would comply with the parties' agreement and provide the Vehicle allocation to Plaintiff in a timely and proper manner.

46. Defendant knew that assignment of the Vehicle from Defendant to Plaintiff, after Defendant received title to the Vehicle from the Third Party Dealer, would cause significant de-valuation of the Vehicle.

47. Defendant's misrepresentations and omissions were designed to induce Plaintiff to enter into the parties' agreement.

48. Defendant's misrepresentations and omissions to Plaintiff were willfully and wantonly made, with knowledge of their falsehood, to induce Plaintiff to enter into the parties' agreement.

49. Plaintiff reasonably relied upon Defendant's misrepresentations and omissions by remitting the Pre-Delivery Fee to Defendant.

50. As a result of relying upon Defendant's misrepresentations and omissions, Plaintiff was damaged.

51. As a direct and proximate result of Defendant's false and fraudulent misrepresentations and omissions to Plaintiff, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, consequential damages, punitive damages, attorneys' fees and costs, and any other relief that the Court deems just and proper.

COUNT FIVE – CONSUMER FRAUD ACT

52. Plaintiff repeats the allegations contained in paragraphs 1 through 52 as though the same were set forth at length herein.

53. At all times relevant hereto, Defendant was not a licensed motor vehicle dealer in the State of New Jersey.

54. Plaintiff entered into a verbal agreement with Defendant to purchase the Vehicle allocation.

55. The parties' agreement was recorded in a series of e-mail exchanges between Plaintiff and Defendant.

56. Defendant made certain representations of material fact pertaining to the Vehicle allocation, the method and time of delivery of the Vehicle allocation and Defendant's experience in selling and delivering motor vehicle allocations in the State of New Jersey.

57. Defendant knew or should have known that the representations and omissions made to Plaintiff were false; and/or made without knowledge if the representations were true or false; and/or made without regard to the truth or falsity of the representations; and/or made without making diligent inquiry to learn about the truth and falsity of the representations.

58. Defendant made these representations to Plaintiff intending to induce Plaintiff to rely upon such representations and to persuade Plaintiff to purchase and continue to purchase the Vehicle from Defendant.

59. Plaintiff relied upon Defendant's representations.

60. The Vehicle promised to be sold by Defendant is "merchandise" within the scope of the Consumer Fraud Act, 56:8-1(c) of the New Jersey Statutes Annotated ("N.J.S.A.").

61. In engaging in the above conduct, Defendant committed an unconscionable commercial practice, with deception, fraud and misrepresentation in connection with the sale of services in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2.

62. Defendant's advertisement and agreement, in and of itself, violates specific provisions of the New Jersey Consumer Fraud Act, specifically regarding motor vehicle advertising practices and new and used motor vehicle sales.

63. Plaintiff's ascertainable losses are a direct and proximate result of Defendant's unconscionable commercial practice as described above, including without limitation, loss of the Pre-Delivery Fee.

WHEREFORE, Plaintiff demands judgment against Defendant on this Count for compensatory damages and treble damages pursuant to N.J.S.A. 56:8-19, reasonable attorneys' fees, costs of suit and interest all pursuant to N.J.S.A. 56:8-19, and such further relief as the Court may deem just and proper.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory and punitive damages, counsel fees and costs, and other relief as the Court deems just and equitable.

COOPER LEVENSON, P.A.

By: ______________________

Peter Y. Fu, Esquire
Attorneys for Plaintiff

Dated: March 29, 2017

NOTICE OF TRIAL COUNSEL

PLEASE BE NOTIFIED that pursuant to Rule 4:25-4, Peter Y. Fu, Esquire, is hereby designated as trial counsel in the above-captioned litigation on behalf of the firm of Cooper Levenson, P.A.

COOPER LEVENSON, P.A.

By: ______________________
Peter Y. Fu, Esquire
Attorneys for Plaintiff

Dated: March 29, 2017

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, Peter Y. Fu, certifies as follows:

1. I am an attorney admitted to practice law in the State of New Jersey, with the firm of Cooper Levenson, P.A.

2. This matter is not subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

4. At this time, there are no other parties who should be joined in this action except as identified as fictitious names herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Peter Y. Fu

Dated: March 29, 2017

CLAC 3883376.3

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under Rule 4:5-1
Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY	
PAYMENT TYPE:	CK CG CA
CHG/CK NO.:	
AMOUNT:	
OVERPAYMENT:	
BATCH NUMBER:	

ATTORNEY/PRO SE NAME Peter Y. Fu, Esq.	TELEPHONE NUMBER (609) 344-3161	COUNTY OF VENUE Atlantic County
FIRM NAME (If Applicable) Cooper Levenson, P.A.		DOCKET NUMBER (When Available) L 692-17
OFFICE ADDRESS 1125 Atlantic Avenue, Third Floor Atlantic City, N.J. 08401		DOCUMENT TYPE Complaint
		JURY DEMAND ☐ YES ☒ NO
NAME OF PARTY (e.g. John Doe, Plaintiff) Thomas Venuto, Plaintiff	CAPTION Thomas Venuto v. Atlantis Motor Group, LLC	
CASE TYPE NUMBER (See reverse side for listing): 999	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.
RELATED CASES PENDING? ☐ Yes ☒ No	IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN ☐ NONE ☒ UNKNOWN	

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ Yes ☐ No	IF YES, IS THAT RELATIONSHIP ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☒ BUSINESS
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY?	☐ YES ☒ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:

RECEIVED / FILED
MAR 3 1 2017
ATLANTIC COUNTY
LAW DIVISION

1. DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:
2. WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO	IF YES, FOR WHAT LANGUAGE?

3. **I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).**

4. ATTORNEY SIGNATURE: [signature]

SIDE 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I – 150 days' discovery
- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM OR UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action) Breach of Contract/Fraud

Track II – 300 days' discovery
- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III – 450 days' discovery
- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER/CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV – Active Case Management by Individual Judge/450 days' discovery
- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRIT

Multicounty Litigation (Track IV)
- 271 ACCUTANE/ISOTRETINOIN
- 274 RISPERDAL/SEROQUEL/ZYPREXA
- 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
- 282 FOSAMAX
- 285 STRYKER TRIDENT HIP IMPLANTS
- 286 LEVAQUIN
- 287 YAZ/YASMIN/OCELLA
- 289 REGLAN
- 290 POMPTON LAKES ENVIRONMENTAL LITIGATION
- 291 PELVIC MESH/GYNECARE
- 292 PELVIC MESH (Bard)
- 293 DEPUY ASR HIP IMPLANT LITIGATION
- 295 ALLODERM REGENERATIVE TISSUE MATRIX
- 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS
- 297 MIRENA CONTRACEPTIVE DEVICE
- 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR
- 300 TALC-BASED BODY POWDERS
- 601 ASBESTOS
- 623 PROPECIA

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category: ☐ Putative Class Action ☐ Title 59

ATLANTIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Boulevard, First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:
Deputy Clerk of the Superior Court
Case Processing Section, Room 115
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769
LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:
Deputy Clerk of the Superior Court
Central Processing Office
Attn.: Judicial Intake
First Fl., Courts Facility
49 Rancocas Road
Mt. Holly, NJ 08060
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(800) 496-4570

CAMDEN COUNTY:
Deputy Clerk of the Superior Court
Civil Processing Office
Hall of Justice, 1st Fl., Suite 150
101 S. Fifth Street
Camden, NJ 08103
LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:
Deputy Clerk of the Superior Court
Central Processing Office
9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:
Deputy Clerk of the Superior Court
Civil Case Management Office
60 West Broad Street, P.O. Box 10
Bridgeton, NJ 08302
LAWYER REFERRAL
(856) 696-5550
LEGAL SERVICES
(856) 691-0494

ESSEX COUNTY
Deputy Clerk of the Superior Court
Civil Customer Service
Hall of Records, Room 201
465 Dr. MLK Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL
(973) 622-6204
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY
Deputy Clerk of the Superior Court
Civil Case Management Office
Attn.: Intake
First Fl., Court House
1 North Broad Street, PO Box 750
Woodbury, NJ 08096
LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY
Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House - 1st Floor
583 Newark Avenue
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862
LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY
Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 South Broad St., PO Box 8068
Trenton, NJ 08650
LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Middlesex Vicinage
2nd Floor - Tower
56 Paterson St., P. O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
Court House
71 Monument Park
PO Box 1269
Freehold, NJ 07728-1269
LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Washington & Court Sts., PO Box 910
Morristown, NJ 07960-0910
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:
Deputy Clerk of the Superior Court
Court House, Room 121
118 Washington Street
P. O. Box 2191
Toms River, NJ 08754-2191
LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505
LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

SALEM COUNTY
Deputy Clerk of the Superior Court
Att: Civil Case Management Office
92 Market St.
Salem, NJ 08079
LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
40 North Bridge Street
PO Box 3000
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY
Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY
Deputy Clerk of the Superior Court
1st. Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY
Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES(909)
(908) 475-201

ATLANTIC COUNTY COURT HOUSE
SUPERIOR COURT LAW DIV
1201 BACHARACH BLVD
ATLANTIC CITY NJ 08401

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 345-6700
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 03, 2017
RE: VENUTO THOMAS VS ATLANTIC MOTOR GROUP LLC
DOCKET: ATL L -000692 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOSEPH L. MARCZYK

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001 AT: (609) 594-3324.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: PETER Y. FU
COOPER LEVENSON PA
1125 ATLANTIC AVE
ATLANTIC CITY NJ 08401

JUSRO